

<b>SOLICITATION/CONTRACT</b> BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 031133, ouelletelj				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		2. RATING DO - A7		3. PAGE 1 OF 52					
4. CONTRACT NO.		5. AWARD/EFFECTIVE DATE		6. SOLICITATION NUMBER N66604-03-R-1133		7. SOLICITATION TYPE SEALD BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		8. SOLICITATION ISSUE DATE 2003 APR 16					
9. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913 , Simonpietri Drive Newport, RI 02841-1708 ouelletelj@npt.nuwc.navy.mil				10. CODE N66604		11. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS LABOR SURPLUS AREA CONCERNS COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS OTHER: NAICS CODE 334511 SIZE STANDARD 750 employees							
12. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2003 JUNE 2. LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.													
13. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES Wide Band Multi Mode Sensors (WMS) and Radius of Curvature (ROC) Sensors													
14. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.					15. ADMINISTERED BY CODE PAS# SCD								
16. CONTRACTOR OFFEROR CODE FACILITY CODE					17. PAYMENT WILL BE MADE BY CODE								
18. TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					19. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>								
20. PROMPT PAY DISCOUNT					21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>								
22. ITEM NO.		23. SCHEDULE OF SUPPLIES/SERVICES			24. QUANTITY		25. UNIT		26. UNIT PRICE		27. AMOUNT		
		(SEE PAGE 2)											
28. ACCOUNTING AND APPROPRIATION DATA												29. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
30. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.												31. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS	
32. SIGNATURE OF OFFEROR/CONTRACTOR						33. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
34. NAME AND TITLE OF SIGNER (TYPE OR PRINT)						35. DATE SIGNED		36. NAME OF CONTRACTING OFFICER				37. DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)			SIGNATURE
			TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX  
STAMP  
HERE

TO: **Commercial Acquisition Department, Building 11**  
**Naval Undersea Warfare Center Division, Newport**  
**Code 591, Simonpietri Drive**  
**Newport, RI 02841-1708**

SOLICITATION NO. N66604-03-R-1133  
DATE AND LOCAL TIME JUNE 02, 2003 at 2:00 P.M.

**SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

**B20 SUPPLIES/SERVICES AND PRICES - IDIQ FFP (NOV 2001)**

This is an Indefinite Delivery-Indefinite Quantity contract with Firm Fixed Price provisions. Authorized Ordering Officers may issue orders for supplies or services in accordance with the schedule below. The Contractor shall perform in accordance with those orders.

**Instructions to Offerors.** Complete all Unit Price and Amount blocks below and return with your offer.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
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**LOT 1**

**FIRST ARTICLE Units for Wide Band Multi-Mode Sensors**

<b>0001</b>	"First Article" Wide band Multi-mode Sensors (WMS)	3	EA	\$_____	\$_____
<b>0002</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0003</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**PRODUCTION Units for Wide Band Multi-Mode Sensors**

**FIRST YEAR**

<b>0004</b>	Wide band Multi-mode Sensors (WMS)	1-5	EA	\$_____	\$_____
<b>0005</b>	Wide band Multi-mode Sensors (WMS)	6-10	EA	\$_____	\$_____
<b>0006</b>	Wide band Multi-mode Sensors (WMS)	11-20	EA	\$_____	\$_____
<b>0007</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0008</b>	WMS Product Drawings and Associated Lists in accordance with Exhibit "A"	1	EA	\$_____	\$_____
<b>0009</b>	WMS Technical Repair Standard in accordance with Exhibit "A"	1	EA	\$_____	\$_____
<b>0010</b>	WMS Provisioning Technical Data in accordance with Exhibit "A"	1	EA	\$_____	\$_____
<b>0011</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**SECOND YEAR**

<b>0012</b>	Wide band Multi-mode Sensors (WMS)	1-5	EA	\$_____	\$_____
<b>0013</b>	Wide band Multi-mode Sensors (WMS)	6-10	EA	\$_____	\$_____
<b>0014</b>	Wide band Multi-mode Sensors (WMS)	11-20	EA	\$_____	\$_____
<b>0015</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP

<b>0016</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP
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**THIRD YEAR**

<b>0017</b>	Wide band Multi-mode Sensors (WMS)	1-5	EA	\$ _____	\$ _____
<b>0018</b>	Wide band Multi-mode Sensors (WMS)	6-10	EA	\$ _____	\$ _____
<b>0019</b>	Wide band Multi-mode Sensors (WMS)	11-20	EA	\$ _____	\$ _____
<b>0020</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0021</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**FOURTH YEAR**

<b>0022</b>	Wide band Multi-mode Sensors (WMS)	1-5	EA	\$ _____	\$ _____
<b>0023</b>	Wide band Multi-mode Sensors (WMS)	6-10	EA	\$ _____	\$ _____
<b>0024</b>	Wide band Multi-mode Sensors (WMS)	11-20	EA	\$ _____	\$ _____
<b>0025</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0026</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**FIFTH YEAR**

<b>0027</b>	Wide band Multi-mode Sensors (WMS)	1-5	EA	\$ _____	\$ _____
<b>0028</b>	Wide band Multi-mode Sensors (WMS)	6-10	EA	\$ _____	\$ _____
<b>0029</b>	Wide band Multi-mode Sensors (WMS)	11-20	EA	\$ _____	\$ _____
<b>0030</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0031</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**LOT 2**

**FIRST ARTICLE Units for Radius of Curvature Sensors**

<b>0032</b>	"First Article" Radius of Curvature (ROC) Sensors	3	EA	\$ _____	\$ _____
<b>0033</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP

<b>0034</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP
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**PRODUCTION Units for Radius of Curvature Sensors, Low Frequency Package**

**FIRST YEAR**

<b>0035</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	1-5	EA	\$ _____	\$ _____
<b>0036</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	6-10	EA	\$ _____	\$ _____
<b>0037</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	11-20	EA	\$ _____	\$ _____
<b>0038</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0039</b>	ROC, LFP Product Drawings and Associated Lists in accordance with Exhibit "A"	1	EA	\$ _____	\$ _____
<b>0040</b>	ROC, LFP Technical Repair Standard in accordance with Exhibit "A"	1	EA	\$ _____	\$ _____
<b>0041</b>	ROC, LFP Provisioning Technical Data in accordance with Exhibit "A"	1	EA	\$ _____	\$ _____
<b>0042</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**SECOND YEAR**

<b>0043</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	1-5	EA	\$ _____	\$ _____
<b>0044</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	6-10	EA	\$ _____	\$ _____
<b>0045</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	11-20	EA	\$ _____	\$ _____
<b>0046</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0047</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**THIRD YEAR**

<b>0048</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	1-5	EA	\$ _____	\$ _____
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<b>0049</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	6-10	EA	\$_____	\$_____
<b>0050</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	11-20	EA	\$_____	\$_____
<b>0051</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0052</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**FOURTH YEAR**

<b>0053</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	1-5	EA	\$_____	\$_____
<b>0054</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	6-10	EA	\$_____	\$_____
<b>0055</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	11-20	EA	\$_____	\$_____
<b>0056</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0057</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**FIFTH YEAR**

<b>0058</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	1-5	EA	\$_____	\$_____
<b>0059</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	6-10	EA	\$_____	\$_____
<b>0060</b>	Radius of Curvature (ROC) Sensors, Low Frequency Package	11-20	EA	\$_____	\$_____
<b>0061</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0062</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**PRODUCTION Units for Radius of Curvature Sensors, High Frequency Package**

**FIRST YEAR**

<b>0063</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	1-5	EA	\$ _____	\$ _____
<b>0064</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	6-10	EA	\$ _____	\$ _____
<b>0065</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	11-20	EA	\$ _____	\$ _____
<b>0066</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0067</b>	ROC, HFP Product Drawings and Associated Lists in accordance with Exhibit "A"	1	EA	\$ _____	\$ _____
<b>0068</b>	ROC, HFP Technical Repair Standard in accordance with Exhibit "A"	1	EA	\$ _____	\$ _____
<b>0069</b>	ROC, HFP Provisioning Technical Data in accordance with Exhibit "A"	1	EA	\$ _____	\$ _____
<b>0070</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**SECOND YEAR**

<b>0071</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	1-5	EA	\$ _____	\$ _____
<b>0072</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	6-10	EA	\$ _____	\$ _____
<b>0073</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	11-20	EA	\$ _____	\$ _____
<b>0074</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0075</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**THIRD YEAR**

<b>0076</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	1-5	EA	\$ _____	\$ _____
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<b>0077</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	6-10	EA	\$_____	\$_____
<b>0078</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	11-20	EA	\$_____	\$_____
<b>0079</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0080</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**FOURTH YEAR**

<b>0081</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	1-5	EA	\$_____	\$_____
<b>0082</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	6-10	EA	\$_____	\$_____
<b>0083</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	11-20	EA	\$_____	\$_____
<b>0084</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0085</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP

**FIFTH YEAR**

<b>0086</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	1-5	EA	\$_____	\$_____
<b>0087</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	6-10	EA	\$_____	\$_____
<b>0088</b>	Radius of Curvature (ROC) Sensors, High Frequency Package	11-20	EA	\$_____	\$_____
<b>0089</b>	DATA in accordance with Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423	1	LO	NSP	NSP
<b>0090</b>	Production Progress Report in accordance with C53 Clause	1	LO	NSP	NSP



**PROVISIONED ITEMS ORDER (PIO)**

- 0091** Provisioned Items Order (PIO) issued by Naval Undersea Warfare Center, Division Newport (quantity and prices to be determined by supplemental agreement).
- 0092** Provisioned Items Order (PIO) issued by Naval Inventory Control Point (NAVICP) (quantity and prices to be determined by supplemental agreement).

**B36 OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE**

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

**SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT**

**C10 SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE**

SUPPLIES to be furnished under the contract shall comply with the following Descriptions or Specifications:

<u>ITEM</u>	<u>DESCRIPTION/SPECIFICATION</u>	<u>REVISION</u>	<u>DATE</u>
All	See Section B		

**C24 SECURITY REQUIREMENTS**

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

**C32 FIRST ARTICLE AS MANUFACTURING STANDARD**

Each first article approved under this contract shall serve as the manufacturing standard for the corresponding production items delivered hereunder.

**C50 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs, which may be assigned and which are not already in possession of the Contractor.

**C51 ITEM(S) 0091 & 0092 - PROVISIONED ITEMS ORDER (NAVSEA) (NOV 1996)**

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders may be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefined Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral

and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders.

(1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability.

(1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The "Limitation Of Government Liability" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Contractor has incurred costs in excess of fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of performance of any other work performed by the Contractor.

**C53      ITEM(S) 0003 & 0011 & 0016 & 0021 & 0026 & 0031 & 0034 & 0042 & 0047 & 0052 & 0057 & 0062 & 0070 & 0075 & 0080 & 0085 & 0090 - PRODUCTION PROGRESS REPORT (NAVSEA) (SEP 1992)**

The Contractor shall prepare the DD Form 375 and DD Form 375c, Production Progress Report, in accordance with the instructions contained on the back of the DD Form 375. Reports shall reflect the status of Item(s) 0001; 0004-0006; 0008; 0010; 0012-0014; 0017-0019; 0022-0024; 0027-0029; 0032; 0035-0037; 0039-0041; 0043-0045; 0048-0050; 0053-0055; 0058-0060; 0063-0065; 0067-0069; 0071-0073; 0076-0078; 0081-0083; 0086-0088; 0091 & 0092.

**SECTION D      PACKAGING AND MARKING**

**D12      MARKING OF SHIPMENTS - DEFENSE ITEMS**

Marking shall be in accordance with MIL-STD-129N, "Marking of Shipment and Storage". Additional markings required are stated below: (If None, so state)

(See Paragraph 6.0 of the Statement of Work)

TCN: \_\_\_\_

PRI: \_\_\_\_

RDD: \_\_\_\_

PROJ: \_\_\_\_

TO: \_\_\_\_

OVERSEAS ADDRESS: \_\_\_\_

**D20      DELIVERY OF DATA (SEP 2001)**

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport  
Contract, Order, and ELIN Numbers  
Report Title  
Date of Report  
Contractor Name (division which generated the report)

## **D23 PREPARATION FOR DELIVERY - MILITARY PACKAGING**

(a) Preservation and packaging for item(s) 0001; 0004-0006; 0008; 0010; 0012-0014; 0017-0019; 0022-0024; 0027-0029; 0032; 0035-0037; 0039-0041; 0043-0045; 0048-0050; 0053-0055; 0058-0060; 0063-0065; 0067-0069; 0071-0073; 0076-0078; 0081-0083; 0086-0088; 0091 & 0092 shall be in accordance with Paragraph 6.0 of the Statement of Work of the commodity specification under which the item is procured.

(b) Packing for item(s) 0001; 0004-0006; 0008; 0010; 0012-0014; 0017-0019; 0022-0024; 0027-0029; 0032; 0035-0037; 0039-0041; 0043-0045; 0048-0050; 0053-0055; 0058-0060; 0063-0065; 0067-0069; 0071-0073; 0076-0078; 0081-0083; 0086-0088; 0091 & 0092 shall be level Paragraph 6.0 of the Statement of Work of the commodity specification under which the item is procured.

## **D24 PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

## **D50 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

## **D51 WARRANTY NOTIFICATION FOR ITEM(S) 0004-0006; 0008; 0010; 0012-0014; 0017-0019; 0022-0024; 0027-0029; 0035-0037; 0039-0041; 0043-0045; 0048-0050; 0053-0055; 0058-0060; 0063-0065; 0067-0069; 0071-0073; 0076-0078; 0081-0083; 0086-0088; 0091 & 0092 -- (NAVSEA) (NOV 1996)**

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N66604- **TBD** TO  
CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE  
REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND  
WORKMANSHIP FOR **3 Years** FROM DATE OF ACCEPTANCE. IF ITEM  
IS DEFECTIVE NOTIFY **NUWC DIVNPT Code 2131**.

## **SECTION E INSPECTION AND ACCEPTANCE**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	(FEB 1999)
	fill-in: <u>ISO-9001 and NAVSEA Drawing (53711-7335187) for WMS and NAVSEA Drawing (53711-7335188) for ROC Sensors.</u>	

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)  
252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

**E9 INSPECTION AND ACCEPTANCE - ORIGIN AND DESTINATION (HARDWARE) – (AUG 1999)**

- (a) Initial inspection and acceptance of the supplies being furnished shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: \_\_\_\_ (as designated in K15-6, "Place of Performance").
- (b) If the contract provides for Government procurement quality assurance actions at origin, the place(s) designated for such actions may not be changed without authorization of the Procuring Contracting Officer.
- (c) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, para. (i)(2). The contractor shall notify the CAO-QAR as follows:
- (1) CLINs/SCLINS: All
  - (2) Period of Advance Notice: 15 working days
  - (3) Method of Advance Notice: In Writing
- (d) Final inspection and acceptance of the furnished supplies shall be made at destination by the receiving activity designated in clause F18.
- (e) The receiving activity shall execute the acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall forward one executed copy of the final DD Form 250 to: the contract administration office cited in block 12 of the contract award page (SF1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

**E15 WITNESS OF INSPECTION OR TESTS**

Because of the critical nature of the material being furnished hereunder, a representative of the Naval Undersea Warfare Center Division, Newport is available to furnish technical assistance on quality control matters and shall have the option of conducting Quality Assurance surveillance of inspections and tests performed by the Contractor. The surveillance will be performed in conjunction with the Defense Contract Management Agency (DCMA) Quality Assurance representative, if assigned, and does not abrogate the responsibility or authority of such DCMA representative. The Contractor agrees to notify the Naval Undersea Warfare Center Division Newport, Frank Tito, Code 2131, in writing, when the material will be inspected and/or tested. A minimum of seven working days is required to arrange such a visit.

**E21 HI-SHOCK TEST**

- (a) The Contractor shall perform, in accordance with the requirements of MIL-S-901, a hi-shock test on a sample of the WMS and both HFP and LFP of the ROC sensors intended to be furnished hereunder and shall submit a report thereon to the Contracting Officer via the cognizant Quality Assurance Representative (QAR). The sample tested by the Contractor shall represent the identical quality of the materials and workmanship that is or will be used in the articles furnished under the contract. The aforementioned hi-shock test may be waived if, promptly after award of contract, the Contractor submits to the Contracting Officer, via the cognizant QAR, evidence establishing that a sample of the articles the Contractor intends to furnish has been tested and approved by a Government laboratory or tested at the Contractor's or subcontractor's plant and approved by the cognizant QAR.
- (b) Acceptance of the articles under this contract will be withheld until proof is furnished that a sample of the articles being supplied has passed a hi-shock test.
- (c) No claim for additional compensation arising out of any costs, direct or indirect, attributable to the preparation or testing of any sample, or attributable to the submission of any test report will be considered by the Government. Any such costs shall be conclusively deemed to have been included in the contract price.

(d) It is agreed that nothing contained in the foregoing provisions of this clause, and no action of the Government in accordance therewith, shall in any way prejudice the rights of the Government under the clause of this contract entitled, Default, if the Contractor fails to deliver the articles called for under the contract in accordance with the delivery requirements of the contract.

## SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.211-16	VARIATION IN QUANTITY para.(b) fill-ins: variation shall be limited to: <u>zero</u> Percent increase <u>zero</u> Percent decrease shall apply to: <u>the total contract quantity</u> .	(APR 1984)
52.211-17	DELIVERY OF EXCESS QUANTITIES	(SEP 1989)
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

### F11-8 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

#### REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
First Article Units	All	365 calendar days after date of contract
Production Units - First Year	TBD	365 calendar days after First Article acceptance test (FAAT) or 360 days after contract if FAAT waived
Production Units - Subsequent Years	TBD	365 calendar days after receipt of each subsequent year order

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of

award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**F18 DELIVERY AT DESTINATION (AUG 1999)**

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer  
Naval Undersea Warfare Center, Division Newport  
Naval Station Newport, Bldg. 47  
47 Chandler Street  
Newport, RI 02841-1708

M/F: Attn: James Kassal, Code 2131, Contract #: N66604- TBD

**F20 PERFORMANCE PERIOD (SEP 2001)**

(a) For planning and proposal purposes this contract will become effective on 2003 SEPT 24. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

**F23 DELIVERY OF DATA - IDIQ (SEP 2001)**

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Orders shall control. Any change in the delivery of data must be made by a formal modification to the order.

**F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____

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**F50 PRODUCTION PROGRESS REPORT SCHEDULE (FEB 2001)**

(a) Production Progress Reports, DD Form 375, shall be delivered by the fifth working day of each month beginning with the month following the first full month after the date of contract. Deliveries shall continue for each succeeding month until all material ordered under the contract has been delivered.

(b) Submit the original to Frank Tito, Code 2131 and James Kassal, Code 2131. Submit three (3) copies to the cognizant Contract Administration Office.

**F51 PROVISIONED ITEMS ORDERS (PIO) DELIVERIES (FEB 2001)**

Parts shall be delivered in accordance with the delivery schedule established in each Provisioned Items Order (PIO). Unless otherwise stated in the PIO, parts shall be delivered free of expense to the Government in accordance with instructions specified in the clause entitled, "F.O.B. Origin" (FAR 52.247-29), at or near the Contractor's plant for shipment at Government expense (normally on Government bill(s) of lading).

**SECTION G CONTRACT ADMINISTRATION DATA**

**G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)**

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

**Name:** Elizabeth Alexander  
**Address:** Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 5913  
Simonpietri Drive  
Newport, RI 02841-1708  
**Telephone:** Commercial: 401-832-3230 ; DSN: 920- 3230  
**Email:** alexanderea@npt.nuwc.navy.mil

**G12 COGNIZANT DCAA**

The cognizant DCAA for this contract is:



Office: \* \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\* Offerors should fill in the above information, if known.

**G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE**

The Paying Office will mail payments to:

\* \_\_\_\_\_  
\_\_\_\_\_

\* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

**G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)**

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

**G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE)**

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) The Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

**G24 DELAY IN DELIVERY NOTIFICATION**

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

**G34 REQUESTS FOR PROGRESS PAYMENTS (JUL 1999)**

(a) The contractor shall submit all requests for progress payments on a SF 1443 "Contractors Request for Progress Payment" form, completed in accordance with the instructions on the reverse side of the form and the clause entitled "Progress Payments" incorporated by reference in Section I, as follows:

(1) Initial (#1) progress payment - 5 copies to the Administrative Contracting Officer (ACO) cited in block 12 of the award cover page (SF 1447) for certification.

(2) Subsequent progress payments - 4 copies directly to the cognizant Paying Office cited in block 14 of the award cover page (SF 1447), with 1 informational copy to the ACO.

(3) Final invoices - per the applicable clause in Section I entitled, SUBMISSION OF INVOICES.

(b) If the contract includes First Article Test units, per FAR clause 52.209-3 or 52.209-4 (incorporated by reference in Section I of the contract) the Contractor shall not receive progress payments for the acquisition of materials or components for the commencement of production of the balance of the contract quantity until the Government has formally approved the First Article units.

#### **G40 TRANSPORTATION ACCOUNTING CODE**

Government Bills of Lading shall use the following Transportation Accounting Code (TAC): N128.

### **SECTION H SPECIAL CONTRACT REQUIREMENTS**

#### **H21 LIABILITY INSURANCE**

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### **H23 YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY**

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

**(F) THIS WARRANTY SHALL EXPIRE ON 31 JANUARY 2001, OR ONE HUNDRED EIGHTY (180) DAYS AFTER ACCEPTANCE OF THE LAST DELIVERABLE IT ITEM UNDER THIS CONTRACT (INCLUDING ANY OPTION EXERCISED HEREUNDER), WHICHEVER IS LATER.**

**H28X MINIMUM AND MAXIMUM QUANTITIES**

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$50,000.00 worth of orders. The contract maximum quantity is 535 units.

**H29 ORDERING (MAY 2002)**

(a) Ordering. Orders may be placed by any Contracting Officer of the Naval Undersea Warfare Center Division, Newport. Orders may be written, on DD Form 1155, or oral. Orders may also be issued by FAX or by emailing a file that contains the order with the contracting officer's signature. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. See FAR 52.216-18 for additional information.

(b) Information. Each order should include the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the work to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Exact place of pickup or delivery
- (6) DD Form 1423, Contract Data Requirements List, if applicable
- (7) Identification of the person(s) or organization(s) responsible for inspection and acceptance
- (8) List of Government Furnished Property and the estimated value thereof, if applicable.
- (9) DD Form 254, Contract Security Classification Specification, if applicable
- (10) The pricing arrangement of the order. For FFP orders, the Price of the order. For Cost Reimbursement orders, the Estimated Cost, the Fee amount and the Cost Plus Fee amount or the Ceiling Price, as applicable.
- (11) For Cost Reimbursement orders, identification as either a term form or completion form order
- (12) For Cost Reimbursement term form orders for services, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (13) For Cost Reimbursement completion form orders for services, the estimated level of effort

(c) If this is a Cost Plus Fixed Fee contract, fixed fee for each order shall be established by dividing the number of hours estimated to be expended in the order by the maximum contract hours and multiplying the result by the contract fixed fee amount. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

(d) Oral orders, or modifications to existing orders, may be placed only as follows. To issue an oral order the ordering officer shall provide the contractor with the information described in (b) above. The ordering officer shall confirm the order by issuing a DD Form 1155 within five working days. Unilateral orders cannot be issued orally.

(e) Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform by issuing a unilateral order. Any disagreement concerning the issuance of a unilateral order shall be deemed a dispute within the meaning of the Disputes clause.

(f) Cautionary Note. Nothing stated in an order, quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

**H71 CONTROL OF TECHNICAL DATA (JUN 2002)**

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1G, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

## SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER	(DEC 1991)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-5	MATERIAL REQUIREMENTS	(AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.216-4	ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL	(JAN 1997)

52.216-18	ORDERING para.(a) fill-in: from <u>effective date of contract</u> para.(a) fill-in: through <u>59 months thereafter</u> .	(OCT 1995)
52.216-19	ORDER LIMITATIONS para.(a) fill-in: less than <u>6 units</u> , para.(b)(1) fill-in: in excess of <u>20 units</u> ; para.(b)(2) fill-in: in excess of <u>40 units</u> ; para.(b)(3) fill-in: within <u>30</u> days... para.(d) fill-in: within <u>5</u> days...	(OCT 1995)
52.216-22	INDEFINITE QUANTITY para.(d) fill-in: <u>after 30 days after end of period of performance of contract.</u>	(OCT 1995)
52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS ___ Offer elects to waive the evaluation preference.	(JAN 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	(OCT 2001)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING	(OCT 1999)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(APR 1996)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	(DEC 2001)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(OCT 2000)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
52.225-8	DUTY-FREE ENTRY	(FEB 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JUL 2000)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	(MAR 1998)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	(DEC 1991)
252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	(MAR 1998)
252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	(AUG 2000)
252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS	(AUG 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(JUN 2000)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(JUN 1992)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-9	REFUND OF ROYALTIES	(APR 1984)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)

252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)	
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	(APR 1988)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	(APR 1988)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
252.227-7039	PATENTS - REPORTING OF SUBJECT INVENTIONS	(APR 1990)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(JAN 1991)
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	(APR 1984)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-11	EXTRAS	(APR 1984)
52.232-16	PROGRESS PAYMENTS	(DEC 2002)
	para.(l) fill-in: <u>30<sup>th</sup></u> day	
52.232-16	PROGRESS PAYMENTS - ALT I (MAR 2000)	(DEC 2002)
	para.(l) fill-in: <u>30<sup>th</sup></u> day	
52.232-16	PROGRESS PAYMENTS - ALT III (FEB 2002)	(DEC 2002)
	para.(l) fill-in: <u>30<sup>th</sup></u> day	
52.232-17	INTEREST	(JUN 1996)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
52.233-1	DISPUTES	(DEC 1998)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-2	PRODUCTION PROGRESS REPORTS	(APR 1991)
52.242-12	REPORT OF SHIPMENT (REPSHIP)	(JUL 1995)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
52.243-6	CHANGE ORDER ACCOUNTING	(APR 1984)
52.243-7	NOTIFICATION OF CHANGES	(APR 1984)
	para.(b) fill-in: within <u>30</u> calendar days	
	para.(d) fill-in: within <u>30</u> calendar days	
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(MAY 2002)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
52.246-24	LIMITATION OF LIABILITY - HIGH VALUE ITEMS	(FEB 1997)

52.246-24	LIMITATION OF LIABILITY - HIGH VALUE ITEMS - ALT I (APR 1984)	(FEB 1997)
252.246-7001	WARRANTY OF DATA	(DEC 1991)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	(MAY 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	(DEC 1996)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

**109-1 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**

(a) Definition: "Qualification Requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

NUWC Division Newport, 1176 Howell Street, Newport, RI 02840. Attn: Code 2131

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_  
Manufacturer's Name \_\_\_\_\_  
Source's Name \_\_\_\_\_  
Item Name \_\_\_\_\_  
Service Identification \_\_\_\_\_  
Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror shall submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

**109-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (FAR 52.209-3) (SEP 1989)**

(a) The Contractor shall test 3 unit(s) of Lot/Item I/0001 and II/0032 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within as specified in the delivery order to the Naval Undersea Warfare Center Division Newport, Attn: Code 2131, Frank Tito marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. I/0001 and II/0032." Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

**109-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4) (SEP 1989)**

(a) The Contractor shall deliver 3 units(s) of Lot/Item I/0001 and II/0032 within 365 calendar days from the date of this contract to the Government at Origin for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 180 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.



(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

### **132-900 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

\_\_\_ a separate invoice for each activity designated to receive the supplies or services.

X  a consolidated invoice covering all shipments delivered under an individual order.

\_\_\_ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

### **I32-902 INVOICES FOR CLASSIFIED CONTRACTS (NAPS 5252.232-9002) (JUL 1992)**

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract N\_\_\_\_\_, Item 0001, 100 EA @\$1.00 = \$100.00." The security classification shown on the contract shall not appear on the invoice.

### **I46-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (FAR 52.246-19) (MAY 2001)**

(a) *Definitions.* As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means "data."

(b) *Contractor's obligations.*

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within three(3) years after unconditioned acceptance. The period of usage begins when the submarine on which an item is installed first leaves the shipyard after such installation. *[Contracting Officer shall state the warranty period; e.g., "at the time of delivery;" "within 45 days after delivery," or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combination of any applicable events or periods of time.]*

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall --

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 90 days after discovery of the defect. *[Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., "30 days after delivery of the nonconforming supplies;" "90 days of the last delivery under this contract;" or "90 days after discovery of the defect."].* Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 60 days of receiving notice *[Contracting Officer shall insert period of time]* a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken. (Communication of a defect outside of proper channels, such as a direct notice from a submarine crew, shall be considered an independent discovery by the Contractor.)

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days of being so notified. *[Contracting Officer shall insert period of time]* to amend the contract to permit acceptance of the affected supplies or services in accordance

with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

*Contracting Officer will "X" the applicable paragraph (9).*

X (9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

\_\_\_ (9) If correction or replacement is required, and transportation of supplies in connection with correction or replacement is necessary, transportation charges and responsibility for the supplies while in transit shall be borne by the Government. *Alternate I (Apr 1984)*

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) *Remedies available to the Government.*

(1) The rights and remedies of the Government provided in this clause --

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 60 days *[Contracting Officer shall insert period of time]* after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the Contractor's production facility *[Contracting Officer shall insert locations where corrections may be performed]*.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)

(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to --

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise --

(i) Obtain detailed recommendations for corrective action and either --

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

*Contracting Officer will "X" paragraph (7) if it applies.*

\_\_\_ (7) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustments made under paragraph (b)(6) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract. *Alternate II (Apr 1984)*

*Contracting Officer will "X" paragraph (8) if it applies.*

\_\_\_ (8) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

*Alternate III (Apr 1984)*

## **I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

## **SECTION J LIST OF ATTACHMENTS**

### **J11 LIST OF ATTACHMENTS – IDIQ (FEB 2002)**

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	21
<u>ATTACHMENT</u>		
1	Statement of Work	20
2	Comments in the Interest of Competition	1
3	DD Form 254	3
4	Critical Item Product Specification (CIPS) - Classified document to be provided under separate cover	-

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)

**K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)**

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

**K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment

reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)  
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.
- (ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)**

- (a) Definitions. As used in this provision--
- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

**K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if other than offeror or respondent
--	---

_____	_____
_____	_____
_____	_____

**K16 OFFEROR DATA (APR 2002)**

(a) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(b) Contractor Identification Data.

DUNS Number \_\_\_\_\_

CAGE Code \_\_\_\_\_

(b) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.



(1) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_  
Limitations \_\_\_\_\_

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_  
Latest Revision of CASB \_\_\_\_\_  
Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_  
Potential Non-Compliances (As notified by ACO) \_\_\_\_\_

(3) Purchasing System (See FAR 44.302)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(4) Forward Pricing Rate Agreement (If Applicable)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(c) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office \_\_\_\_\_  
ACO (or POC) Name and Telephone \_\_\_\_\_  
DCAA Office \_\_\_\_\_  
Auditor (or POC) Name and Telephone \_\_\_\_\_

**K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

*“Service-disabled veteran-owned small business concern” -*

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*“Small business concern,”* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*“Veteran-owned small business concern”* means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*“Women-owned small business concern,”* means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K19-22 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either --

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 134 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Check each block that is applicable.)-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K25-000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(DFARS 252.225-7000) (SEP 1999)**

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.

Country of Origin

\_\_\_\_\_  
(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.

Country of Origin

\_\_\_\_\_

**K25-003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (DFARS 252.225-7003)  
(MAR 1998)**

(a) Does the offeror propose to furnish--

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry -- Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry -- Eligible End Products clause of this solicitation?

Yes ☐ No ☐

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ☐ No ☐

(2) Has the duty on such foreign supplies been paid?

Yes ☐ No ☐

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ \_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

**K47-53 FREIGHT CLASSIFICATION DESCRIPTION (FAR 52.247-53) (APR 1984)**

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)  
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>X</u> _____ DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	(APR 1984)

### **L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)**

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

### **L3 PRE-AWARD POINT OF CONTACT**

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

### **L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED**

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

### **L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)**

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

**L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS**

- (a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.
- (b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.
- (c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

**L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS**

- (a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

- (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.
- (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.
- (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
- (4) In addition to Government sources, items may be available from public libraries and commercial sources.

- (b) All NUWC Division, Newport specific forms are attached; see Section J.

**L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179



Facsimile (215) 697-1462

**L11-001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (DFARS 252.211-7001) (DEC 1991)**

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to the Contracting Officer. See SF 1447, Block Number 7.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

**L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES  
(NAPS 5252.211-9000) (AUG 1993)**

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

**Class I ODS Identified**

**Specification/Standard**

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L12 DRAWINGS AND SPECIFICATIONS MAY BE RETAINED**

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal may be retained by the bidder or offeror for future reference.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)  
(MAY 2001)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
  - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
  - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
  - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
  - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity contract with Firm Fixed Priced provisions contract resulting from this solicitation.

**L30X PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (MAR 2002)**

- (a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.
- (b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this Request For Proposal (RFP). The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.
- (1) Partition. Offerors are required to submit their proposals in separate parts as follows:
- (i) Letter of Transmittal, if any
  - (ii) Original signed solicitation document with all the required fill-ins completed plus 2 copies ***Do not alter, disassemble, or punch holes in the solicitation document except to remove attached forms that must be completed and included in the proposal.***
  - (iii) Volume I - Technical Proposal -Unclassified. - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer. This part must be unclassified only.
  - (iv) Volume II - Technical Proposal - Classified (if applicable). This part may include CLASSIFIED data and information which shall be sent under separate cover. Offerors shall not include CLASSIFIED material in any other volume. If an offeror determines that it must provide CLASSIFIED material for the Government to evaluate its proposal, the offeror shall direct the CLASSIFIED material to Code 2131, Frank A. Tito, Bldg. 1170, via Code 5122. The classification of this proposal shall be no higher than CONFIDENTIAL. See Contract Security Classification Specification, DD Form 254, attached hereto. CLASSIFIED material shall be submitted per Defensive Investigative Service procedures to arrive at NUWC DIVNPT by the closing date and time.
  - (v) Volume III - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".
  - (vi) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I & II - Technical	<u>No Limit</u>  (Not including Personnel Qualification Sheets, Personnel Data Forms or Past Performance Data, if any.)	Original plus <u>6</u> copies

Volume III - Cost	<i>No Limit</i>	Original plus 1 copy
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***Important Note: Offerors shall not include CLASSIFIED material in volumes I and III.***

(2) General Format and Markings.

(i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

(1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.

(2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.

(3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.

(4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

## **L34X TECHNICAL PROPOSAL – COMPLEX ITEM**

### **TECHNICAL PROPOSAL GENERAL CONTENT REQUIREMENTS**

#### **Fundamental Proposal Requirement:**

For each sensor, the proposal must present the offeror's design, analysis of the design, analytical models and/or measured data, technical risk assessments, and other information **in sufficient detail to demonstrate that the design will achieve the performance requirements of the Critical Item Product Specification (CIPS) and**

**Statement of Work (SOW) with low technical and schedule risk. Providing actual test data vice analytical data, wherever possible, will be considered a strength of the proposal.** "Discuss", "describe" or "address" means to demonstrate that the proposed technical solution is likely to meet the CIPS and SOW. Use of graphical data is encouraged where it can simplify or shorten the narrative.

## **I. FOR WIDE BAND MULTI-MODE SENSORS (WMS)**

### **Organization:**

The Technical Proposal shall include information and documentation in sufficient detail to clearly identify the offeror's overall qualifications and shall be subdivided into the following sections, in the order listed (**the Technical Proposal shall follow the following outline exactly**):

#### **1. Technical Approach**

##### **1.1. Overview**

##### **1.2. Sensor Design/Configuration**

###### **1.2.1. Sensor**

###### **1.2.2. Materials**

##### **1.3. Electroacoustic Analysis of Proposed Design**

###### **1.3.1. Predicted Performance**

###### **1.3.2. Environmental Effects**

##### **1.4. Technical Risk Assessment**

##### **1.5. Schedule/Work Plans**

#### **1. Technical Approach**

##### **1.1. Overview**

The offeror shall present a comprehensive overview of the proposed WMS design. Discuss choice of materials. Identify critical materials and justify their use. Provide a drawing of the WMS including weight, external dimensions, and internal components. If Government-furnished information, material or equipment is required, specify and provide rationale for the benefit to the Government. Identify any aspects of the proposed design which do not conform to the requirements of the CIPS. Clearly specify any enhancements or features of the proposed design which exceed the requirements of the specification.

**As part of the overview, provide a specification compliance matrix comparing WMS Critical Item Product Specification (CIPS) requirements to proposed performance.**

##### **1.2 Sensor Design/Configuration**

###### **1.2.1 Sensor**

- i. Identify and define clearly the major components of the sensor (e.g. ceramic subassembly, electronics and optical interface, isolation mount, connector, etc.)
- ii. Discuss electroacoustic performance stability with respect to temperature, hydrostatic pressure and shock.
- iii. Demonstrate that the proposed design would be fully interchangeable with existing sensors
- iv. Address size, weight, envelope dimensions, electrical interface, and provide a detailed illustration of the design.

- v. Provide details of the physical construction of the circuit board and features proposed for ruggedness of the design.
- vi. If an existing design is being offered, identify it clearly and disclose any required modifications.

**1.2.2 Materials**

- i. Identify critical materials and justify their use.
- ii. Discuss boot material selection relative to any pertinent properties such as insulation resistance, acoustic matching and water permeation as applicable.

**1.3 Electroacoustic Analysis of Proposed Design**

- i. The offeror shall predict the anticipated electroacoustic performance of the sensor with analytical results and/or measured data to support the claims for predicted performance.

**1.3.1 Predicted Performance**

- i. Describe the predicted electroacoustic performance of the sensor including bearing error, FFVS, directional response, and variations of these with temperature and/or pressure.
- ii. Clearly identify which performance predictions are based upon data, analysis or a combination.

**1.3.2 Environmental Effects**

- i. Discuss watertight integrity of the design and the effects of long-term immersion in seawater on the predicted life.
- ii. Discuss the effects of the following non-operating environmental extremes on variation of performance:
  - Storage temperature and pressure
  - Survival pressure
  - Explosive shock
  - Thermal Shock
  - Vibration

**1.4 Technical Risk Assessment**

- i. Describe the overall risks and significant risk issues involved in the design, fabrication and testing of the sensor. Discuss backup approaches for high-risk areas.

**1.5 Schedule/Work Plans**

- i. Present a detailed work plan, including a work breakdown structure (WBS), identifying the specific tasks (events) required to design, fabricate, and test sensor first article and production assemblies described in the SOW.

**II. FOR RADIUS OF CURVATURE (ROC) SENSORS**

**Organization:**

The Technical Proposal shall include information and documentation in sufficient detail to clearly identify the offeror's overall qualifications and shall be subdivided into the following sections, in the order listed (**the Technical Proposal shall follow the following outline exactly**):

1. Technical Approach

1.1. Overview

1.2. Sensor Design/Configuration

- 1.2.1. Sensor
- 1.2.2. Materials
- 1.3. Electroacoustic Analysis of Proposed Design
  - 1.3.1. Predicted Performance
  - 1.3.2. Environmental Effects
- 1.4. Technical Risk Assessment
- 1.5. Schedule/Work Plans

## **1. Technical Approach**

### **1.1. Overview**

The offeror shall present a comprehensive overview of the proposed ROC Sensor design. Discuss choice of materials. Identify critical materials and justify their use. Provide a drawing of the , including weight, external dimensions, and internal components. If Government-furnished information, material or equipment is required, specify and provide rationale for the benefit to the Government. Identify any aspects of the proposed design which do not conform to the requirements of the CIPS. Clearly specify any enhancements or features of the proposed design which exceed the requirements of the specification.

**As part of the overview, provide a specification compliance matrix comparing ROC Sensor Critical Item Product Specification (CIPS) requirements to proposed performance.**

### **1.2 Sensor Design/Configuration**

#### **1.2.1 Sensor**

- i. Identify and define clearly the major components of the sensor (e.g. ceramic subassembly, signal conditioner, acoustic baffles, electronics enclosure, connectors, etc.)
- ii. Discuss electroacoustic performance stability with respect to temperature, hydrostatic pressure and shock.
- iii. Address size, weight, envelope dimensions, electrical interface, and provide a detailed illustration of the design.
- iv. Describe in detail the terminations on either end of the required hybrid cable and features to ensure reliability.
- v. If an existing design is being offered, identify it clearly and disclose any required modifications.

#### **1.2.2 Materials**

- i. Identify critical materials and justify their use.
- ii. Discuss boot and/or acoustic window material selection relative to any pertinent properties such as insulation resistance acoustic matching and water permeation as applicable.

### **1.3 Electroacoustic Analysis of Proposed Design**

- i. The offeror shall predict the anticipated electroacoustic performance of the sensor with analytical results and/or measured data to support the claims for predicted performance.

#### **1.3.1 Predicted Performance**

- i. Describe the predicted electroacoustic performance of the sensor including, FFVS, directional response, uniformity (unit to unit) of transfer phase from acoustic input to digital output as a function of frequency and bearing . Discuss variations of these parameters with temperature and/or pressure.



- ii. Clearly identify which performance predictions are based upon data, analysis or a combination.

### **1.3.2 Environmental Effects**

- i. Discuss watertight integrity of the design and the effects of long-term immersion in seawater and hydrostatic pressure cycling on the predicted life.
- ii. Discuss the effects of the following non-operating environmental extremes on variation of performance:
  - Storage temperature and pressure
  - Survival pressure
  - Explosive shock
  - Thermal Shock
  - Vibration

### **1.4 Technical Risk Assessment**

Describe the overall risks and significant risk issues involved in the design, fabrication and testing of the sensor. Discuss backup approaches for high-risk areas.

### **1.5 Schedule/Work Plans**

Present a detailed work plan, including a work breakdown structure (WBS), identifying the specific tasks (events) required to design, fabricate, and test sensor first article and production assemblies described in the SOW.

## **2 Past Performance**

### **2.1 General**

- i. In a separate attachment, the offeror shall present the company background, experience, and past performance that is directly related to the design, development and production of acoustic transducers and hydrophones for sonar applications, recent R&D efforts, and ISO 9001 Quality Assurance Standards.
- ii. The offeror shall describe recent, successful contracting efforts and other corporate experience that demonstrates knowledge and capability to perform the tasks in the SOW. This discussion shall include information about meeting time schedules, cost targets, and specification requirements.

### **2.2 Contracts**

- i. Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 20 most current actions. Contracts listed shall include those entered into with Federal, state or local government as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above. Include the following information for each contract and subcontract:
  - Name of contracting activity or commercial firm
  - Contract number
  - Contract type
  - Total contract value
  - Brief narrative (less than 10 lines) describing involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
  - Procuring Contracting Officer and telephone number
  - Program manager or COR and telephone or non-government official with similar duties or rank. Ensure telephone numbers are current.

### **2.3 Subcontractors**

- i. Provide similar past performance data for major subcontractors (those performing more than

25% OF THE EFFORT).

**L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L48 NOTICE OF EEO COMPLIANCE EVALUATION**

If this solicitation results in an award valued at \$10,000,000 or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10,000,000 or more shall be subject to an equal employment opportunity compliance evaluation prior to contract award unless OFCCP has conducted an evaluation and found the offeror to be in compliance within the preceding 24 months.

**L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**SECTION M EVALUATION FACTORS FOR AWARD**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.247-34	EVALUATION - F.O.B. Destination	(NOV 1991)

**M11 AWARD BY LOT**

Award will be made to a single offeror on each entire lot. The offeror must propose on all items in a lot to be eligible for award of that lot. Award will be made to the responsible offeror whose proposal is determined to offer the best value to the government. For each lot as designated above; however, the Government reserves the right to award by item within any lot when the contracting officer determines that it is advantageous to the Government. For the purpose of evaluating offers, each lot indicated below will be considered as a single item and will be awarded only as a unit:

<u>Lot Number</u>	<u>Item Numbers</u>
1	0001 - 0031
2	0032 - 0090

**M20 EVALUATION - CONTRACTOR TESTING OF FIRST ARTICLE**

(a) If supplies identical or substantially identical to those called for herein have been previously furnished by the offeror and accepted by the Government, the requirement for first article approval may be waived by the Contracting Officer. The offeror shall indicate below the contracts under which supplies identical or substantially identical to those called for herein have been previously accepted by the Government:

Contract Numbers: \_\_\_\_\_

(b) All offerors should submit an offer on the basis that first article requirements will not be waived. Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived.

(c) Subject to considerations of responsiveness of offers and responsibility of offerors, and subject to other evaluation factors provided for in this solicitation, offers will be evaluated on the basis of lowest cost to the Government whether or not such lowest cost involves waiver of first article requirements.

(d) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of a waiver, all clauses and references relating to the first article will not apply.

**M32X EVALUATION FOR AWARD - BEST VALUE (JUL 2001)**

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on two evaluation factors, **TECHNICAL CAPABILITY** and **PRICE**.

**(1) TECHNICAL CAPABILITY SUBFACTORS**

- (i) Technical Approach
- (ii) Past Performance

(2) The Technical Capability Subfactors listed above are essentially equal.

(b) Technical Capability is significantly more important than Price. Although Price is the less important evaluation factor, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Technical Capability. The Government will evaluate proposals to assess each offeror's ability to accomplish the technical requirements described herein. Offers will be rated in each subfactor.

(1) Technical Approach.

(2) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(i) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services.

(ii) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(d) Price. The price will be evaluated as follows:

- The price for “First Article” Items 0001 through 0003 and items 0032 through 0034 will be included in the evaluation as proposed.
- For those line items with a single quantity, multiply the stated quantity by the unit price to derive the total line item amount. The following is an example:

		<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0008	Production Drawing Package	01	LO	\$1,000	\$1,000

**The total line item amount for line item 0008 is \$1,000.00.**

- For those line items with multiple quantities, multiply the unit price for each Contract Line Item Number (CLIN) for each Production Year by the maximum quantity listed for each CLIN to derive the amount for each CLIN. Total the amount for all CLINs within the Production Year and divide by the maximum quantity total. Multiply the average unit price by the largest quantity of units listed under that Production Year to arrive at a total evaluated price for that Production Year. The following is an example:

<b>2<sup>nd</sup> YEAR</b>		<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0012	Production WMS	1-20	EA	\$1,000	\$20,000
0013	Production WMS	21-35	EA	\$975	\$34,125
0014	Production WMS	36-50	EA	\$950	\$47,500
		105			\$101,625

The total amount \$101,625 is divided by the total quantity 105 to derive the average unit price. The average unit price is then multiplied by the largest possible quantity for the line item, which is 50. The following is the calculation:

$$\text{\$101,625/105} = \text{\$967.86}$$

$$\text{\$967.86 x 50} = \text{\$48,393}$$

**The total line item amount for 2<sup>nd</sup> YEAR Production WMS is \$48,393.00.**

- Add each evaluated amounts for all years to arrive at the Total Evaluated Price for the contract.

In evaluating offers, the Contracting Officer will review the prices of the offeror's proposal to determine that they are fair and reasonable. The purpose of the evaluation is to:

- (1) Verify the offeror's understanding of the requirements,
- (2) Assess the degree to which the price proposal reflects the approaches and/or risk that the offeror will provide the supplies or services for the offered prices,
- (3) Assess the degree to which the price included in the price proposal accurately represents the work effort included in the technical proposal.

Past performance will be evaluated as an indicator of the offeror's expected future performance. The Contracting Officer will consider all available information concerning the offeror's past performance whether contained in the

proposal or not. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services. Offerors lacking relevant past performance history will be given a neutral rating.

*(e) This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62. The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. The Government may consider:*

- (1) The extent to which SDB concerns are specifically identified;
- (2) The extent of commitment to use SDB concerns;
- (3) The complexity and variety of the work SDB concerns are to perform;
- (4) The realism of the proposal;
- (5) Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and
- (6) The extent of participation of SDB concerns in terms of the value of the total acquisition.

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>										<i>Form Approved</i> <i>OMB No. 0704-0188</i>				
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A. CONTRACT LINE ITEM NO.				B. EXHIBIT <b>A</b>			C. CATEGORY: TDP _____ TM _____ OTHER <b>X</b>							
D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>			F. CONTRACTOR							
1. DATA ITEM NO. <b>A001</b>		2. TITLE OF DATA ITEM <b>CONFIGURATION AUDIT PLAN</b>					3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) <b>DI-CMAN-80556A</b>				5. CONTRACT REFERENCE <b>SEE BLOCK 16</b>			6. REQUIRING OFFICE <b>NUWCDIVNPT, CODE 2131</b>							
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>SEE BLK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION						
8. APP CODE <b>A</b>		SEE BLK 16		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>30 DARC</b>		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS  BLK 5: SOW 3.4.2.1, APP A 4.4  BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW.  BLK 9: SEE ATTACHED ADDENDUM.  BLK 10, 12: SUBMIT DRAFT FOR REVIEW NO LATER THAN 90 DAYS PRIOR TO SCHEDULED FCA AND PCA.  BLK 13: FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.								2131 JAMES KASSAL			1	1		
								2131 FRANK A TITO			1	1		
								LOCAL DCAS			1	1		
15. TOTAL								3	3					
G. PREPARED BY  <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>			F. CONTRACTOR							
1. DATA ITEM NO. <b>A002</b>		2. TITLE OF DATA ITEM <b>CONFERENCE MINUTES</b>					3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ADMN-81250A</b>				5. CONTRACT REFERENCE <b>SEE BLOCK 16</b>			6. REQUIRING OFFICE <b>NUWC DIVNPT, CODE 2131</b>							
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>SEE BLOCK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>		14. DISTRIBUTION						
8. APP CODE <b>N/A</b>		SEE BLK 16		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS  <b>BLK 5: SOW 3.4.2.2, 3.12, APP A 4.4, 4.4.1</b>  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>  <b>BLK 10, 12 &amp; 13: SUBMIT NOT LATER THAN 15 DAYS AFTER COMPLETION OF EACH PROGRAM REVIEW OR CONFERENCE (SCHEDULE GFI) .</b>								<b>2131 JAMES KASSAL</b>			<b>0</b>	<b>1</b>		
								<b>2131 FRANK A TITO</b>			<b>0</b>	<b>1</b>		
								<b>LOCAL DCAS</b>			<b>0</b>	<b>1</b>		
15. TOTAL								<b>0</b>	<b>3</b>					
G. PREPARED BY  <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE				

17. PRICE GROUP
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D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>		E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>		F. CONTRACTOR				
1. DATA ITEM NO. <b>A003</b>	2. TITLE OF DATA ITEM <b>CONFIGURATION AUDIT SUMMARY REPORT</b>			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) <b>DI-CMAN-81022C</b>		5. CONTRACT REFERENCE <b>SEE BLOCK 16</b>		6. REQUIRING OFFICE <b>NUWC DIVNPT, CODE 2131</b>				
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>D</b>	10. FREQUENCY <b>SEE BLK 16</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>	14. DISTRIBUTION				
8. APP CODE <b>A</b>	SEE BLK 16	11. AS OF DATE <b>N/A</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>30 DARC</b>	a. ADDRESSEE		b. COPIES		
						Draft	Final	
						Reg	Repr	
16. REMARKS  <b>BLK 5: SOW 3.4.2.3, APP A 4.4.3.3, 4.4.3.5</b>  <b>BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW.</b>  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>  <b>BLK 10, 12: SUBMIT DRAFT FOR REVIEW NOT LATER THAN 15 DAYS AFTER COMPLETION OF FCA/PCA.</b>  <b>BLK 13: FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.</b>				<b>2131 JAMES KASSAL</b>		<b>1</b>	<b>1</b>	
				<b>2131 FRANK A TITO</b>		<b>1</b>	<b>1</b>	
				<b>LOCAL DCAS</b>		<b>1</b>	<b>1</b>	
15. TOTAL						<b>3</b>	<b>3</b>	
G. PREPARED BY  <b>2131 JAMES KASSAL</b>		H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>		J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE







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A. CONTRACT LINE ITEM NO.				B. EXHIBIT <b>A</b>			C. CATEGORY: TDP _____ TM _____ OTHER <b>X</b>						
D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>			F. CONTRACTOR						
1. DATA ITEM NO. <b>A006</b>		2. TITLE OF DATA ITEM <b>INTENTIONALLY LEFT BLANK</b>					3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE				6. REQUIRING OFFICE					
7. DD 250 REF		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
										Draft Final			
										Reg Repr			
16. REMARKS													
								15. TOTAL					
G. PREPARED BY  <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE			

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[illegible]

[illegible]



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D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>			F. CONTRACTOR							
1. DATA ITEM NO. <b>A010</b>		2. TITLE OF DATA ITEM <b>TEST PROCEDURE</b>					3. SUBTITLE <b>FIRST ARTICLE TEST PROCEDURE</b>							
4. AUTHORITY (Data Acquisition Document No.) <b>DI-NDTI-80603</b>				5. CONTRACT REFERENCE <b>SOW 3.4.1, 3.7.2</b>			6. REQUIRING OFFICE <b>NUWC DIVNPT, CODE 2131</b>							
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>ONE/R</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>		14. DISTRIBUTION						
8. APP CODE <b>A</b>		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>		a. ADDRESSEE				b. COPIES				
										Draft		Final		
										Reg		Repr		
16. REMARKS  <b>BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW.</b>  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>  <b>BLK 12: SUBMIT DRAFT FOR REVIEW NOT LATER THAN 60 DAYS PRIOR TO START OF FA PRODUCTION.</b>  <b>BLK 13: SUBMIT FINAL FOR ACCEPTANCE 30 DAYS AFTER RECEIPT OF GOVERNMENT COMMENTS. SUBMIT ADDITIONAL UPDATES REQUIRED TO REFLECT ENGINEERING CHANGE PROPOSALS NOT LATER THAN 30 DAYS AFTER ECP APPROVAL.</b>								2131 JAMES KASSAL				1	1	
								2131 FRANK A TITO				1	1	
								LOCAL DCAS				1	1	
15. TOTAL								3	3					
G. PREPARED BY <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY <b>DEPT DATA MANAGER</b>				J. DATE				

17. PRICE GROUP
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A. CONTRACT LINE ITEM NO.				B. EXHIBIT <b>A</b>			C. CATEGORY: TDP _____ TM _____ OTHER <b>X</b>							
D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>					E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>				F. CONTRACTOR					
1. DATA ITEM NO. <b>A011</b>		2. TITLE OF DATA ITEM <b>TEST PROCEDURE</b>						3. SUBTITLE <b>PLANT ACCEPTANCE TEST PROCEDURE</b>						
4. AUTHORITY <i>(Data Acquisition Document No.)</i> <b>DI-NDTI-80603</b>					5. CONTRACT REFERENCE <b>SOW 3.8.2.2</b>				6. REQUIRING OFFICE <b>NUWC DIVNPT, CODE 2131</b>					
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED		10. FREQUENCY <b>ONE/R</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>			14. DISTRIBUTION					
8. APP CODE <b>A</b>		D		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>			a. ADDRESSEE		b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS  BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW.  BLK 9: SEE ATTACHED ADDENDUM.  BLK 12: SUBMIT NOT LATER THAN 90 DAYS PRIOR TO START OF PLANT ACCEPTANCE TESTING.  BLK 13: SUBMIT FINAL FOR APPROVAL NOT LATER THAN 30 DAYS AFTER RECEIPT OF GOVERNMENT COMMENTS.									2131 JAMES KASSAL		1	1		
									2131 FRANK A TITO		1	1		
									LOCAL DCMC		1	1		
15. TOTAL									3	3				
G. PREPARED BY  2131 JAMES KASSAL				H. DATE			I. APPROVED BY  DEPT DATA MANAGER				J. DATE			

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D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>			F. CONTRACTOR						
1. DATA ITEM NO. <b>A012</b>		2. TITLE OF DATA ITEM <b>TEST INSPECTION REPORTS</b>				3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) <b>DI-NDTI-80809B</b>				5. CONTRACT REFERENCE <b>SOW 3.7.3, 3.8.2.3</b>			6. REQUIRING OFFICE <b>NUWC DIVNPT, CODE 2131</b>						
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>MTHLY</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>		14. DISTRIBUTION					
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>10 DARP</b>		a. ADDRESSEE		b. COPIES					
								Draft		Final			
								Reg		Repr			
16. REMARKS  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>    <b>BLK 12: SUBMIT NOT LATER THAN 30 DAYS AFTER BEGINNING PRODUCTION.</b>								2131 JAMES KASSAL		1			
								2131 FRANK A TITO		1			
								LOCAL DCAS		1			
								15. TOTAL					
G. PREPARED BY  <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE			

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D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>			F. CONTRACTOR						
1. DATA ITEM NO. <b>A013</b>		2. TITLE OF DATA ITEM <b>TEST DATA CARDS FOR TRANSDUCERS &amp; HYDROPHONES</b>					3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-GDRQ-81048</b>				5. CONTRACT REFERENCE <b>SOW 3.8.4</b>			6. REQUIRING OFFICE <b>NUWC DIVNPT, CODE 2131</b>						
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>SEE BLK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>		14. DISTRIBUTION					
8. APP CODE <b>N/A</b>		SEE BLK 16		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>		a. ADDRESSEE		b. COPIES			
						Draft				Final			
										Reg		Repr	
16. REMARKS  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>  <b>BLKS 10, 12 &amp; 13: THE APPLICABLE TEST DATA CARD SHALL BE PACKED WITH ITS ASSOCIATED HARDWARE AT THE TIME OF SHIPMENT. A SET OF TEST DATA CARDS SHALL BE SENT TO EACH ADDRESSEE AT THE TIME OF SHIPMENT.</b>								2131 JAMES KASSAL		0	1		
								2131 FRANK A TITO		0	1		
								LOCAL DCAS		0	1		
15. TOTAL								0	3				
G. PREPARED BY  <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE			

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18. ESTIMATED TOTAL PRICE







<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>										<i>Form Approved</i> <i>OMB No. 0704-0188</i>				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.														
A. CONTRACT LINE ITEM NO.				B. EXHIBIT <b>A</b>				C. CATEGORY: TDP _____ TM _____ OTHER <b>X</b>						
D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>				F. CONTRACTOR						
1. DATA ITEM NO. <b>A017</b>		2. TITLE OF DATA ITEM <b>CONTRACTOR'S CONFIGURATION MANGEMENT PLAN</b>						3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-CMAN-80858B</b>				5. CONTRACT REFERENCE <b>SOW 3.4</b>				6. REQUIRING OFFICE <b>NUWCDIVNPT, CODE 2131</b>						
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>SEE BLK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>		14. DISTRIBUTION						
8. APP CODE <b>A</b>		SEE BLK 16		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>30 DARC</b>		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS  <b>BLK 4: MAY BE SUBMITTED IN CONTRACTOR FORMAT INCLUDING EQUIVALENT DETAIL.</b>  <b>BLK 8: ALLOW 45 DAYS FOR GOVERNMENT REVIEW.</b>  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>  <b>BLK 10, 12: SUBMISSION DUE CONCURRENT WITH PCA AUDIT. FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.</b>								2131 JAMES KASSAL			1	1		
								2131 FRANK A TITO			1	1		
								LOCAL DCAS			1	1		
15. TOTAL								3	3					
G. PREPARED BY  <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>			F. CONTRACTOR					
1. DATA ITEM NO. <b>A018</b>		2. TITLE OF DATA ITEM <b>TECHNICAL REPORT - STUDY/SERVICES</b>				3. SUBTITLE <b>FIRST ARTICLE BASELINE REPORT</b>						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80508A</b>				5. CONTRACT REFERENCE <b>SEE BLOCK 16</b>			6. REQUIRING OFFICE <b>NUWCDIVNPT, CODE 2131</b>					
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>SEE BLK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>		14. DISTRIBUTION				
8. APP CODE <b>N/A</b>		SEE BLK 16		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>		a. ADDRESSEE		b. COPIES		
16. REMARKS  <b>BLK 5: SOW 3.4.1, APP A 4.1.3, 4.4.2</b>  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>  <b>BLK 10,12&amp;13: SUBMISSION DUE 30 DAYS PRIOR TO FCA AND PCA AUDIT.</b>								Draft		Final		
								Reg		Repr		
								2131 JAMES KASSAL		1	1	
								2131 FRANK A TITO		1	1	
								LOCAL DCAS		1	1	
15. TOTAL								3	3			
G. PREPARED BY  <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>			J. DATE			

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D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>				F. CONTRACTOR						
1. DATA ITEM NO. <b>A019</b>		2. TITLE OF DATA ITEM <b>TECHNICAL REPORT - STUDY/SERVICES</b>						3. SUBTITLE <b>FIRST ARTICLE FCA/PCA PACKAGE</b>						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80508A</b>				5. CONTRACT REFERENCE <b>SOW APP B 3.4.2</b>				6. REQUIRING OFFICE <b>NUWCDIVNPT, CODE 2131</b>						
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>SEE BLK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>		14. DISTRIBUTION						
8. APP CODE <b>A</b>		SEE BLK 16		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>30 DARC</b>		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>  <b>BLK 10, 12: SUBMISSION DUE CONCURRENT WITH PCA AUDIT.</b>								2131 JAMES KASSAL			1	1		
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D. SYSTEM/ITEM <b>WMS/ROC SENSORS</b>				E. CONTRACT/PR NO. <b>N66604-2284-1AE5</b>				F. CONTRACTOR						
1. DATA ITEM NO. <b>A020</b>		2. TITLE OF DATA ITEM <b>PRODUCTION PROGRESS REPORT</b>						3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) <b>DD 375</b>				5. CONTRACT REFERENCE <b>SOW 3.11, 7.0</b>				6. REQUIRING OFFICE <b>NUWCDIVNPT, CODE 2131</b>						
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>SEE BLK 16</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>		14. DISTRIBUTION						
8. APP CODE <b>N/A</b>		SEE BLK 16		11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repr	
16. REMARKS  <b>BLK 9: SEE ATTACHED ADDENDUM.</b>  <b>BLK 10,12&amp;13: SUBMISSION DUE WITHIN (TEN) 10 DAYS AFTER THE FIRST DAY OF EACH MONTH, STARTING (TEN) 10 DAYS AFTER THE FIRST FULL MONTH AFTER CONTRACT AWARD.</b>								2131 JAMES KASSAL			1			
								2131 FRANK A TITO			1			
								LOCAL DCAS			1			
15. TOTAL										3				
G. PREPARED BY  <b>2131 JAMES KASSAL</b>				H. DATE		I. APPROVED BY  <b>DEPT DATA MANAGER</b>				J. DATE				

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**DD FORM 1423**  
**CONTRACT DATA REQUIREMENTS LIST**  
**BLOCK 16 ADDENDUM**

BLOCK 9: The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

**CDRLs A001 thru A020:**

BLOCK 9:

Distribution Statement D: Distribution authorized to DoD and DoD contractors only; Critical Technology; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT, Code 2131.

The following "EXPORT CONTROL WARNING NOTE" must be used in conjunction with DISTRIBUTION STATEMENTS identified in all CDRL Items.

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

# STATEMENT OF WORK FOR WIDE BAND MULTI-MODE SENSORS (WMS) AND RADIUS OF CURVATURE (ROC) SENSORS

## 1 SCOPE

The purpose of this Statement of Work is to obtain Wide Band Multi-mode Sensors (WMS) and Radius of Curvature (ROC) Sensors for installation on U.S. Submarines and to provide spares to the stock system.

### 1.1 Order of Precedence

In cases of conflict between documents that form a part of the contract the following order of precedence shall apply: Contract, Statement of Work (SOW), Critical Item Product Specification (CIPS), Government Furnished Information (GFI), Military/International/Industrial Standards. If the contractor believes or determines that there is a conflict in any requirement in the aforementioned documents, the contractor shall notify NUWC DIVNPT Code 2131, Frank A. Tito, and the Contracting Officer.

## 2 APPLICABLE DOCUMENTS

The following documents, of the issue in effect on the date of request for proposal, form a part of the SOW for this procurement to the extent stated herein. Additional specifications and standards, applicable to this procurement, are referenced in the Navy documents identified herein.

### 2.1 Military Standards:

ASME Y14.100 - Engineering Drawing Practices  
 ASME Y14.24 - Types and Applications of Engineering Drawings  
 ASME Y14.34 - Associated Lists  
 ASME Y14.35 - Revision of Engineering Drawings and Associated Documents  
 MIL-STD-129N – Standard Practice for Military Marking  
 MIL-STD-130K – Identification Marking of U.S. Military Property  
 MIL-STD-167-1 – Mechanical Vibrations in Shipboard Equipment  
 MIL-STD-810F – Environmental Engineering Considerations and Laboratory Tests  
 MIL-STD-2073-1D – Standard Practice for Military Packaging

### 2.2 Military Specifications:

MIL-S-901 - Requirements for Shock Tests, H. I. Shipboard Machinery, Equipment and Systems  
 MIL-HDBK-781 – Handbook for Reliability Test Methods, Plans, and Environments for Engineering, Development, Qualification, and Production

### 2.3 Other Documents:

ISO 9001 -- Quality Management Systems – Requirements  
 EIA-649 -- National Consensus Standard for Configuration Management

## **2.4 Government Furnished Information (GFI):**

NAVSEA Drawing No. (53711-7335187) - Critical Item Product Specification for WMS  
NAVSEA Drawing No. (53711-7335188) - Critical Item Product Specification for ROC Sensors

The referenced documents are unclassified with classified CONFIDENTIAL  
Appendix I removed.

DD Form 1692 for Engineering Change Proposal

DD Form 1694 for Deviation/Waiver

DD Form 1695 for Notice of Revision

DD Form 1696 for Specification Change Notice

Prototype Engineering Drawing Package (unclassified) is available through

NUWCDIVNPT Code 2131. This drawing package is available for

INFORMATIONAL PURPOSES ONLY. The government does not possess validated production drawings for the WMS or ROC Sensors. Accordingly, the government does not warrant any of the data in any drawing pertaining to WMS or ROC Sensors. Citation of such drawings or a drawing package and a "build to print" approach does not constitute an adequate technical response.

## **3 REQUIREMENTS**

### **3.1 General Requirements**

This SOW defines the design fabrication, assembly, test, inspection, packaging, and delivery of first article and production of WMS and ROC Sensors in accordance with the reference documents and GFI listed in paragraph 2.4.

### **3.2 Program Management**

The contractor shall establish the tasks and Program Management to support planning, scheduling, manufacturing, and quality controls essential for fabrication, assembly, test, inspection, documentation, packaging, and delivery of First Article and production units of WMS and ROC Sensors. Program Management shall be in effect for the duration of the contract.

### **3.3 Hardware**

#### **3.3.1 First Article Hardware**

##### **3.3.1.1 Wide Band Multi-mode Sensors (WMS)**

The contractor shall design, fabricate, assemble, test, inspect, package and deliver First Article units. All First Article sensors shall meet the performance and environmental requirements of the Functional Baseline, NAVSEA Drawing (53711-7335187), and the First Article Test Baseline as defined in paragraph 4.1.3 of Appendix A. First Article sensors shall be fabricated using written assembly procedures.

### **3.3.1.2 Radius of Curvature (ROC) Sensors**

The contractor shall design, fabricate, assemble, test, inspect, package and deliver First Article units. All First Article sensors shall meet the performance and environmental requirements of the Functional Baseline, NAVSEA Drawing (53711-7335188), and the First Article Test Baseline as defined in paragraph 4.1.3 of Appendix A. First Article sensors shall be fabricated using written assembly procedures.

## **3.3.2 Production Hardware**

### **3.3.2.1 WMS**

The contractor shall fabricate, assemble, test, inspect, package and deliver production units. All production sensors shall meet the requirements of NAVSEA Drawing (53711-7335187), (GFI) of the Functional Baseline, and the Product Baseline as defined in paragraph 4.1.4 of Appendix A.

### **3.3.2.2 ROC Sensors**

The contractor shall fabricate, assemble, test, inspect, package and deliver production units. All production sensors shall meet the requirements of NAVSEA Drawing (53711-7335188), (GFI) of the Functional Baseline, and the Product Baseline as defined in paragraph 4.1.4 of Appendix A.

## **3.4 Configuration Management**

The contractor shall establish and maintain a Configuration Management (CM) Program in accordance with SOW Appendix A. The requirements of SOW Appendix A shall be applicable to the extent required to meet the requirements of the SOW. The contractor shall maintain configuration control of the technical data package which includes all specifications, drawings and changes thereto, that make up the First Article Test Baseline, and Product Baseline for the duration of the contract.

The contractor shall develop a Configuration Management Plan to meet the requirements of paragraph 3.4 of the SOW and SOW Appendix A. The plan shall be delivered in accordance with CDRL A017. The contractor shall make all internal Configuration Management plans and procedures available to the government, at the contractor's facility, for government review upon request. The contractor shall provide services for the review. The CM program shall be in effect for the duration of the contract.

### **3.4.1 First Article Test Baseline**

The contractor shall establish First Article Test Baseline(s) identifying the configuration of the First Article WMS and/or ROC sensor in accordance with paragraph 4.1.3 of Appendix A. Each First Article Test Baseline shall meet the requirements of the Functional Baseline. Each First Article Test Baseline shall be maintained by the contractor in the First Article Baseline Report (CDRL A018) as defined in paragraph 4.1.3 of Appendix A. All documentation listed on each Baseline that pertains to the Functional Configuration Audit (FCA), and Physical Configuration Audit (PCA) shall be made available to the government as specified in the applicable CDRL item. At least 30 days before starting First Article testing of each sensor, or as specified in the applicable

CDRL item, the contractor shall make preliminary copies of the Production Drawing Package, CDRL A015, and First Article Test Procedures, CDRL A010, available to the Government.

### **3.4.2 First Article FCA/PCA**

The contractor shall conduct a FCA and PCA in accordance with paragraph 4.4 of SOW Appendix A. The contractor shall provide data and documentation as defined in SOW Appendix B (CDRL A019).

#### **3.4.2.1 FCA/PCA Plan**

The contractor shall develop a Configuration Audit Plan to meet the requirements of paragraph 4.4 of SOW Appendix A. The plan shall be delivered in accordance with CDRL A001.

#### **3.4.2.2 FCA/PCA Agenda and Minutes**

The contractor and the government shall mutually agree on an FCA/PCA agenda. The agenda shall define all information necessary for conducting the audit. At the completion of the FCA/PCA, the contractor shall provide the minutes of the FCA/PCA in accordance with CDRL A002. The conference minutes shall document all resolutions and understandings and list all unresolved issues. All outstanding action items shall include the identification of the responsible party with a plan of action for resolution.

#### **3.4.2.3 Audit Summary Report**

At the completion of FCA/PCA and resolution of all outstanding issues, the contractor shall deliver an Audit Summary Report in accordance with CDRL A003. The Audit Summary Report shall include a PCA Certification Package as described in paragraph 4.4.3.5 of SOW Appendix A.

### **3.4.3 Product Baseline**

The product baseline shall meet the requirements specified in paragraph 3.3.2 and the contractor developed drawings and changes thereto that document the configuration of production hardware. The product baseline shall be established prior to delivery of the first production units.

#### **3.4.3.1 Drawings**

The contractor shall develop engineering drawings and associated lists in accordance with ASME Y14.100, ASME Y14.24, ASME Y14.34M, and ASME Y14.35M. Associated lists shall include parts lists, data lists, and index lists. Other documents shall include test/inspection procedures and process specifications. A drawing tree including all product drawings shall be provided. The engineering drawings shall be delivered as full size hard copies and as data files on Compact Disc (CD's) in latest AutoCAD compatible ".dwg" format as of the date of contract award. The electronic data files (.dwg's) shall be stand-alone files requiring no supporting files. The electronic data files (.dwg's) shall reproduce an exact reproduction of the hard copy originals. Schedule for delivery of engineering drawings shall be in accordance with CDRL A015. Final delivery

shall incorporate all approved changes, and be delivered to the government at the end of the contract in accordance with CDRL A015.

#### **3.4.3.2 Engineering Changes**

Engineering Change Proposals (ECPs), Deviations/Waivers, Notices of Revision (NORs), and Specification Change Notices (SCNs) shall be developed in accordance with the requirements of Appendix A, and delivered in accordance with CDRLs A004, A005, A007, and A008 respectively. After the product baseline is established the contractor shall submit all changes to the technical data package. Government review will be for classification only with Class II ECPs, minor waivers, and minor deviations.

#### **3.4.4 Request for Nomenclature**

The contractor shall request nomenclature for the WMS and ROC Sensors separately in accordance with CDRL A009. Request for Nomenclature shall be submitted electronically using the Joint Electronic Type Designation Automated System.

#### **3.4.5 Serial Numbers**

Serial numbers shall be assigned as follows for the WMS and ROC Sensors. Serial numbers shall begin with the First Article samples using designation A001 for each sensor and continue consecutively throughout production. If First Article is waived, the government will assign production unit serial numbers.

#### **3.5 Quality Assurance Program**

The contractor shall establish and manage a comprehensive Quality Assurance (QA) program in accordance with the requirements of ISO-9001 and NAVSEA Drawing (53711-7335187) for WMS and NAVSEA Drawing (53711-7335188) for ROC Sensors. The QA Program shall address and include inspection system requirements. The contractor shall make all internal documentation available to the government, at the contractor's on-site facility, for government review upon request. The QA program shall be in effect for the duration of the contract.

##### **3.5.1 Nonconforming Material**

The contractor shall establish a system, including implementation of a Material Review Board (MRB), to ensure detection, handling and disposition of nonconforming material throughout the production phase of the contract. Changes resulting from MRB action shall be submitted to the government in accordance with the Configuration Management provisions of the contract.

#### **3.6 Reliability**

The contractor shall establish a Reliability Program in accordance with the Reliability Program Requirements defined in the MIL-HDBK-781. The Reliability Program shall be fully integrated with the QA Program to ensure that there is no duplication of effort. The contractor shall make all internal documentation available to the government, at the contractor's on-site facility, for government review upon request. The Reliability Program shall be in effect for the duration of the contract.

**3.6.1 Failure Review Board**

The contractor shall establish a Failure Review Board (FRB) that shall be responsible for reviewing all failures, providing failure effects and criticality analysis, and establishing remedial corrective and preventative action. Failure Summary and Analysis Reports shall be delivered in accordance with CDRL A014.

**3.7 First Article Test and Inspection**

The contractor shall perform First Article tests and inspections for the WMS and ROC Sensors in accordance with the Functional Baseline, NAVSEA Drawing (53711-7335187), and the First Article Test Baseline for the WMS, and the Functional Baseline, NAVSEA Drawing (53711-7335188), and the First Article Test Baseline for the ROC Sensors. In the event that First Article Units fail CIPS requirements, the contractor is responsible for redesign, rework, retest, and candidate replacement.

**3.7.1 First Article Acceptance Test Plan**

The contractor shall make all internal First Article test planning documentation available to the government, at the contractors on-site facility, for government review upon request. The contractor shall provide services for the review.

**3.7.2 First Article Test Support Documentation**

Prior to conduct of First Article testing, the contractor shall make available to the government preliminary drawings, CDRL A015, and preliminary Acceptance Test Procedures, CDRL A010 for each sensor. The procedures shall establish applicable accept/reject criteria for First Article tests and inspections to ensure that hardware meets the requirements of the Functional Baseline, and the First Article Test Baseline. The First Article Acceptance Test Procedures shall be delivered in accordance with CDRL A010.

**3.7.3 First Article Test Report**

Upon successful completion of First Article testing, the contractor shall prepare a First Article Test Report for each sensor. The First Article Test Report shall summarize applicable accept/reject criteria for tests/inspections cited in the CIPS and shall show actual test results on each First Article identified by serial number. The report shall be delivered in accordance with CDRL A012.

**3.7.4 Government First Article Tests**

The government reserves the right to observe any contractor performed First Article test and conduct any special testing that it deems necessary. The government will conduct explosive shock testing in accordance with MIL-S-901 (UNDEX). In the event that First Article Units fail CIPS shock test requirements, the contractor is responsible for redesign, rework, retest, and candidate replacement. The government will perform additional First Article tests in accordance with the CIPS, NAVSEA Drawings (53711-7335187 and 53711-7335188). The government may perform qualifying tests, vibration tests, environmental tests, dissection, and analysis on randomly selected samples of First Article units. Should the government decide to conduct special testing, the contractor shall deliver First Article test samples as specified by contract modification.



### **3.8 Production Testing**

#### **3.8.1 In Process Test/Inspection**

The contractor shall perform in-process production tests/inspections to ensure that parts/assemblies and processes meet the form, fit, function, quality, and environmental requirements specified in the technical data package and the CIPS. The contractor shall utilize in-process test/inspection procedures established in the First Article sample fabrication phase, wherever feasible. The contractor may use their facilities or any commercial laboratory acceptable to the government for conduct of production tests/inspections.

#### **3.8.2 Plant Acceptance Test**

The contractor shall perform final acceptance testing of all production hardware items prior to delivery to the government. Acceptance testing shall ensure that all requirements of the technical data package and the CIPS are met. The contractor is also responsible for assuring that all supplies and services procured conform to technical and contract requirements.

##### **3.8.2.1 Plant Acceptance Test Plan**

The contractor shall perform acceptance test planning to ensure that all acceptance test provisions of the CIPS are performed. All internal test plans shall be made available to the government, at the contractor's facility, for government review upon request. The contractor shall provide services for the review. The contractor's internal plans shall include provisions to ensure that applicable acceptance data are accurately transcribed and packed with end item Hydrophones (Test Data Card) as well as to other required acceptance and production status reports.

##### **3.8.2.2 Plant Acceptance Test Procedures**

The contractor shall develop Plant Acceptance Test Procedures for testing of production hardware. Test procedures shall include tests performed during First Article acceptance testing whenever possible. The procedures shall establish applicable accept/reject criteria for production tests and inspections to ensure that hardware meets the requirements of the Functional Baseline and the Product Baseline. Acceptance Test Procedures shall be delivered in accordance with CDRL A011.

##### **3.8.2.3 Plant Acceptance Test and Inspection Reports**

The contractor shall establish a test and inspection reporting system. The reporting system shall identify Plant Acceptance Test Procedures and record actual test results for each unit of production hardware by serial number, including date of acceptance by the government. The report shall identify units that failed Plant Acceptance Tests or were otherwise accepted only after rework and retest. The report shall explain the circumstances and corrective actions taken where rework occurred. The report shall record rework and retest results. The contractor shall deliver test and inspection reports in accordance with CDRL A012.

**3.8.3 Government Testing**

The government may use its own facilities, or any commercial laboratory for the conduct of any special tests/inspections it deems necessary. The government may elect at any time to randomly select a sample of production units for the purpose of repeating any inspection or test. In the event of failure to pass, the unit or units will be returned to the contractor for failure analysis and corrective action under the warranty provisions of the contract. When notified by the government, the contractor shall provide services for government testing.

**3.8.4 Test Data**

The contractor shall develop Test Data Cards for each sensor to be delivered. Test Data Cards shall be delivered in accordance with CDRL A013.

**3.8.5 Failure Reports**

The contractor shall document units that failed First Article or Production testing, the nature of the failure, and rework accomplished leading to final acceptance. Failure Summary and Analysis Reports shall be delivered in accordance with CDRL A014.

**3.9 Program Review/Audits****3.9.1 Preliminary Design Review (PDR)**

Within 90 days after the contract award, a Preliminary Design Review (PDR) shall be conducted for each sensor at the contractor's facility. The PDR shall evaluate the technical adequacy of the contractor's design, and ensure that the design meets the requirements of the Functional Baseline, including review of the preliminary production documentation, Program Objectives and Milestone Schedule (POAMS), and risk mitigation plans for all Configuration Items.

**3.9.2 Critical Design Review (CDR)**

At the completion of detail design and prior to commencing First Article Unit assembly, a Critical Design Review (CDR) for each sensor shall be conducted at the contractor's facility. The CDR shall evaluate the contractor's production design and documentation, and review any changes in design since the PDR including quality control procedures, in-process tests and inspection procedures, critical manufacturing processes, plant acceptance test procedures and production plans.

**3.9.3 Functional Configuration Audit/Physical Configuration Audit (FCA/PCA)**

The contractor shall schedule and provide services for the government's conduct of a concurrent Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA) for each sensor in accordance with paragraph 4.4 of Appendix A.

**3.9.4 Production Program Reviews**

Production Program Reviews are to include programmatic, technical and cost issues and will be held as required by the government. The location of the Program Reviews will alternate between the contractor's facility and the NUWC Division Newport facilities in Newport, RI. The first Program Review shall take place at the contractor's facility within 90 days of authorization to commence production.

### **3.10 Integrated Logistics Support**

#### **3.10.1 Technical Repair Standards**

The contractor shall develop Technical Repair Standards (TRS) for each sensor. Technical Repair Standards shall be delivered in accordance with CDRL A016. The TRS shall be delivered within 90 days of first production delivery. The TRS shall be delivered in hardcopy format and in MSWord format.

#### **3.10.2 Intentionally Left Blank**

#### **3.11 Production Progress Reports**

The contractor shall deliver Production Progress Reports prepared in the format shown in DD Form 375, Exhibit C (GFI). Progress Reports shall be delivered in accordance with CDRL A020.

#### **3.12 Conferences**

The contractor shall arrange conferences at the government's request, and document conference minutes and action items. The contractor shall provide Conference Minutes in accordance with CDRL A002.

### **4.0 SECURITY**

The security level of this work is classified as CONFIDENTIAL.

### **5.0 ENVIRONMENTAL**

The contractor shall be responsible for compliance with all local, state, and federal environmental regulations concerning hazardous materials and hazardous waste utilized and/or generated during the execution of this contract.

### **6.0 PACKAGING AND MARKING**

The sensors shall be packaged in accordance with MIL-STD-129N and marked in accordance with NAVSEA Drawing (53711-7335187) for WMS, NAVSEA Drawing (53711-7335188) for ROC Sensors, and MIL-STD-130K. The shipping containers shall meet the rough handling test requirements of MIL-STD-2073-1D. The units shall be cushioned to prevent movement and damage. Each sensor and associated shipping container shall be marked with:

Unit nomenclature,  
 "M/F 2F COG STOCK  
 'A' CONDITION",  
 Contract number,  
 Factory acceptance date,  
 Serial number,  
 Manufacturer's CAGE code,

National Stock Number (TBD)

The sensor shipping container shall contain test data card, a certificate of conformance and shall have shipping weight marked.

## **7.0 DELIVERY**

For delivery TAC N128 applies.

The contractor shall deliver the First Article Test Sensors to:

Naval Undersea Warfare Center  
Division Newport  
Receiving, NETC Bldg 47  
47 Chandler St  
Newport, RI 02841-1716  
Attn: James Kassal, NUWCDIVNPT Code 2131

and the Production Sensors to:

NAVSEA Detachment, Consolidated Stock Point N46993  
Attn: Material Representative (East)  
Cheatham Annex, Building 13  
108 Sanda Drive  
Williamsburg, VA 23185-8792

Voice: 757-887-7113

Fax: 757-877-7211

The contractor shall deliver Production units within 365 days after receiving First Article Approval. The monthly report (Production Progress report, DD form 375) (CDRL A020), defining the events of the month preceding delivery, is required until all material under the contract is delivered. Two (2) copies shall be delivered to NUWCDIVNPT, one (1) copy to James Kassal, Code 2131, and one (1) copy to Frank A. Tito, Code 2131.

**SOW APPENDIX A**  
**ATTACHMENT 1A**  
**CONFIGURATION MANAGEMENT REQUIREMENTS**  
**FOR**  
**WMS and ROC SENSORS**

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## 1.0 SCOPE

### 1.1 PURPOSE

This Appendix establishes the requirements for the contractor's Configuration Management (CM) program in accordance with EIA-649.

## 2.0 REFERENCED DOCUMENTS

The following documents form a part of this appendix to the extent specified herein. In the event of any conflict or inconsistency between this document and the reference documents, this document shall take precedence.

### 2.1 MILITARY STANDARDS

ASME Y14.100	Engineering Drawing Practices
ASME Y14.24	Types and Applications of Engineering Drawings
ASME Y14.34	Associated Lists
ASME Y14.3	Revision of Engineering Drawings and Associated Documents
MIL-STD-130K	Identification Markings of U. S. Military Property

### 2.2 OTHER DOCUMENTS

EIA-649	National Consensus Standard for Configuration Management
---------	--

## 3.0 GENERAL REQUIREMENTS

The contractor shall provide and maintain a program for Configuration Management (CM) for the DT-511( ) Hydrophone in accordance with the guidance provided in EIA-649. The EIA-649 paragraphs cited herein include all subparagraphs including referenced appendices unless they are specifically deleted or tailored herein.

### 3.1 CONTRACTUAL ORGANIZATION

The contractor shall implement an internal CM system to ensure that the responsibilities for CM and the relationships with other program functional groups are defined and included in program management planning using EIA-649 as a guideline. The contractor's CM Program shall include the following:

- a. The contractor shall designate a primary and alternative representative to act as the contractor's point of contact for all matters pertaining to configuration management in this contract.
- b. The contractor's representative shall be present, or otherwise be available, to support the contractor's proposed Class I engineering changes and Requests for Waiver at the government Change Control Board meetings.
- c. CM shall be represented on other contractor boards which meet (such as "Material Review Board", etc.) and the degree of participation and authority on these boards shall be defined.
- d. The contractor's CM plans and procedures for configuration baseline identification, configuration control, configuration status accounting and configuration audits shall be defined in the contractor CM Plan.

#### 3.1.1 Subcontractor Configuration Management Requirements

The contractor shall ensure that the requirements of this document are applied to subcontractors and suppliers, to the extent necessary to ensure that the configuration integrity of hardware meets the requirements of the SOW.

### 3.2 GOVERNMENT SURVEILLANCE OF CONTRACTOR CONFIGURATION MANAGEMENT

The NUWC DIVNPT program office and on-site government personnel (DCMC) shall be responsible for surveillance of the contractor's CM program to ensure compliance with contractual requirements. Surveillance will begin at the time of contract award. The contractor shall make available all documents implementing the contractor's CM program. The government will have access to the Contractor's internal information system used to control all engineering changes. The contractor shall provide subcontractor CM documents at the government's request.

## 4.0 CONFIGURATION REQUIREMENTS

### 4.1 CONFIGURATION IDENTIFICATION

Baselines applicable to this procurement are the Functional Baseline, the First Article Test Baseline and the Product Baseline. These and other elements of configuration identification are described in the following paragraphs.

#### 4.1.1 Configuration Item

The Configuration Item (CI) for this contract is the DT-511() Hydrophone.

#### 4.1.2 Functional Baseline

The Functional Baseline is established at contract award and consists of those documents identified in the Statement of Work and the documents referenced therein. Each configuration item shall be designed, constructed, and tested in accordance with the Functional Baseline and any authorized changes thereto, until the establishment of the Product Baseline for the CI.

#### 4.1.3 First Article Test Baseline

After the Critical Design Review (CDR), and prior to the start of First Article Testing (FAT), a First Article Test Baseline shall be established by the contractor, to monitor and define the hardware configuration identification during testing and shall consist of the engineering documentation that defines each CI under test. The baseline shall be recorded in the First Article Baseline Report (CDRL A018). The First Article Baseline Report shall include the list of drawings and their revision letters that accurately define the First Article units under test.

#### 4.1.4 Product Baseline

The Product Baseline shall consist of the engineering documentation, including inspection and acceptance test requirements that define the CI's identified in paragraph 4.1.1. The Product Baseline shall be established upon completion of the Functional and Physical Configuration Audits (FCA and PCA) and shall reflect the correction of configuration audit deficiencies. Each configuration item shall be built in accordance with the Product Baseline and authorized changes thereto. The Product Baseline drawings revision letters shall be IAW CDRL A015.

#### 4.1.5 Nomenclature, Serial Number Assignments and Identification Plates

The contractor shall provide requests for revisions to Nomenclature, serial number assignments, and identification plates.

### 4.2 CONFIGURATION CONTROL

The contractor shall evaluate, review and implement all government-approved changes to the approved product baseline, as defined in the SOW. All Engineering Changes, Deviations/Waivers, Specification Changes and Notices



of Revision to the Product Baseline established under this contract shall be prepared in accordance with the Engineering Changes requirement of the SOW using EIA-649 as a guidance for classification.

#### 4.2.1 Class I ECPs Major Deviations/Waivers

Class I ECPs, Major Deviations/Waivers are defined in EIA-649. The contractor shall prepare Class I ECPs, Deviations/Waivers in accordance with the Engineering Changes requirement of the SOW using EIA-649 as a guideline for classification. Prior to the preparation of Class I ECPs and Requests for Deviation (RFDs), the need for a change must be established by technical investigation and analysis by the contractor. The contractor shall prepare preliminary ECP and RFDs when the investigation has produced sufficient evidence to justify the need for an engineering change.

- a. The preceding does not preclude the contractor from voluntarily developing ECPs. The Procuring Contracting Officer (PCO) or his representative may require at any time in writing, the contractor to develop a Class I ECP within the scope of the contract.
- b. The contractor shall, upon request by the government, provide an estimate of the number and kind of man-days considered necessary to prepare a formal ECP.

#### 4.2.2 Engineering Release

The contractor shall assure that all design releases are processed through the CM authority and that configuration identification, change control, and status accounting of engineering releases are accurately maintained to ensure compatibility, traceability, integrity, and control of configuration items.

#### 4.2.3 Specification Change Notice (SCN)

Specification Change Notices (SCNs), when required, shall be prepared in the format specified by the SOW.

#### 4.2.4 Class II ECPs/Minor Deviations/Waivers

Class II ECPs and Minor Deviations (RFD) are defined in EIA-649. The contractor shall submit copies of such changes in electronic format to the DCMC for concurrence in classification only at the contractor's Change Control Board or Material Review Board. Should the contractor proceed with the change prior to government concurrence in classification, they shall do so at their own risk.

### 4.3 CONFIGURATION STATUS ACCOUNTING (CSA)

The contractor shall implement a CSA system using EIA-649 as a guideline.

### 4.4 CONFIGURATION AUDITS

The contractor shall schedule and provide services for the government's conduct of Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs) for the first article units using EIA-649 as a guideline at the times scheduled on the government-approved milestone schedule. The FCA/PCA shall be held at the contractor's manufacturing facility.

Additionally, configuration audits may be conducted:

- a. On the configuration change portion of a major engineering change when the modification to the equipment consists of a functional change to the product baseline.
- b. Following a major change in the manufacturing process.

- c. When the released engineering documentation does not fully and accurately reflect the configuration being produced.
- d. To verify the correction of major discrepancies identified in a previous PCA.

The contractor shall provide the facilities, personnel, and documentation to conduct the audit. The contractor shall prepare a data package (CDRL A001) with applicable data required for the audit. The contractor shall prepare an agenda and minutes for each audit (CDRL A002). The government-approved agenda shall include the audit schedule. The minutes shall document the audit findings and planned corrective actions for reported discrepancies.

#### 4.4.1 Audit personnel

The audit team will consist of government personnel and contractor personnel. The audit team will be chaired by the PMS425 Configuration Manager or his designated representative.

The audit team chairman will have the authority to recommend acceptance or rejection of the equipment.

The contractor shall document (CDRL A001) and include in the audit, minutes, reasons for rejection and disapproval by the audit team and the specific deficiencies shall be noted for further PMS425 review.

#### 4.4.2 Functional Configuration Audit (FCA)

A Functional Configuration Audit (FCA) serves to verify that the system is compliant with the requirements of the CIPS. The functional audit shall be conducted using EIA-649 as a guideline. Prior to the beginning of the FCA the contractor shall provide to the government the First Article Test Baseline documentation (CDRL A018) which fully defines the CI to be audited, and as defined in paragraph 4.1.3 of this appendix. Upon resolution of all FCA problem areas, First Article Test Baseline documentation shall be updated to reflect all necessary changes.

#### 4.4.3 Physical Configuration Audit

The hardware PCA shall verify that the first article test unit as-built hardware conforms fully to the First Article Test Baseline Report. The FCA shall have been successfully completed prior to the beginning of the PCA. All drawings and documentation that were "vaulted" prior to the beginning of the FCA shall be delivered to the government along with all other documentation that the government requests prior to PCA. The PCA shall be conducted using EIA-649 as a guideline. Once the PCA is completed and the government acceptance received, then the contractor shall be responsible to maintain the established Product Baseline for each CI that has passed PCA.

##### 4.4.3.1 Change Moratorium

When the PCA is conducted, a moratorium on changes shall be imposed during the period of audit. All changes in the process of being incorporated into the hardware, and documentation shall be presented to the audit team as the listing of outstanding changes.

##### 4.4.3.2 Audit Scope

The removal of circuit card assemblies, modules, and replaceable assemblies/parts is required to make visible all assemblies for audits. The PCA will include 100% review of all items identified as repair parts. Access to the equipment in various stages of assembly may be requested by the audit team.

##### 4.4.3.3 Workmanship Discrepancies

In the event that the PCA should incidentally disclose a workmanship problem as opposed to a difference between hardware and baseline documentation, the problem shall be documented (CDRL A003) and referred to the Administrative Contracting Officer and Technical Design Agent for resolution.

#### 4.4.3.4 Equipment Retest

The contractor shall conduct a government-approved retest (GFI) of the audited items after the discrepancies have been identified to ensure that no faults were induced during PCA process.

Production of units shall not commence until all differences between the baseline documentation identified in paragraph 4.1.4 above have been resolved and the resolution approved by the government.

#### 4.4.3.5 PCA Completion

PCA findings will be released at the conclusion of the audit. Upon completion of the PCA, the contractor shall prepare and submit, as part of the audit report, the PCA Certification Package (CDRL A003). The PCA Certification Package shall contain all the discrepancies found during the PCA, changes required to the product baseline as a result of the audit and implementation status of all agreed to discrepancies affecting the as-built hardware and provide proof of incorporation. Such changes shall be appropriately flagged for ready identification, and the contractor shall certify that all such changes are flagged.

**SOW APPENDIX B**  
**ATTACHMENT 1B**  
**DATA AND DOCUMENTATION AVAILABLE**  
**FOR REVIEW AND INSPECTION AT**  
**PHYSICAL CONFIGURATION AUDIT (PCA PACKAGE)**

**DATA AND DOCUMENTATION AVAILABLE  
FOR REVIEW AND INSPECTION AT PHYSICAL  
CONFIGURATION AUDIT (PCA PACKAGE)**

**NOTE:** This data documentation shall be provided to Physical Configuration Audit (PCA) Team Members or otherwise made readily available for review and inspection (CDRL A019) during on-site PCA. The requirements are stated in the context of audit of the data and documentation intended for configuration management of the production of the DT-511( ) Hydrophone as represented by the First Article sample and separate piece parts thereof.

**APP. 1** Cover Sheet, Certification, and Table of Contents comprising: identification of the WMS and ROC Sensors by nomenclature and assigned serial numbers; listing and identification of major parts; manufacturer's certification of accuracy; and table of contents shall be included as front material in the PCA Package.

**APP. 2** Drawings of the First Article Sample WMS and ROC Sensors including descriptions of design changes and reasons for each change shall be included in or attached to the PCA Package.

**APP. 3** Configuration Accountability record describing the status of engineering drawing changes and list of materials shall be included in the PCA Package.

**APP. 4** Inspection/Test Flow Chart which illustrates where in the production chain each inspection/test is performed and an accompanying list of inspection/test criteria and procedures shall be included in the PCA Package. The inspection and procedures documentation shall be available for review as requested during PCA.

**APP. 5** Manufacturing Methods and Process Sheets which describe production procedures, processes, and fixtures used in production of the WMS and ROC Sensors shall be listed in the PCA Package. The manufacturing methods and process sheets documentation shall be made available for review as requested during PCA.

**APP. 6** Incoming Inspection Control Procedures including the contractor's procurement specifications, list of vendors, and incoming inspection/test criteria and procedures shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

**APP. 7** Test Procedures for production and production control inspection of the WMS and ROC Sensors shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

**APP. 8** Test Methods sheets and Standards Selection Procedures describing the operation and calibration of test equipment used for production and production control tests shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

**APP. 9** Nonstandard Parts and Parts Requiring Source Control shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

**APP. 10** Work Sheets in sufficient quantity for recording the details of the PCA findings and planned corrective actions shall be included in the PCA Package.

**JA12**

**COMMENTS IN THE INTEREST OF COMPETITION**

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport  
Competition Advocate c/o Code 59, Building 11  
Simonpietri Drive  
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <div style="border: 1px solid black; padding: 2px; text-align: center;">CONFIDENTIAL</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="border: 1px solid black; padding: 2px; text-align: center;">CONFIDENTIAL</div>			
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(x and complete as applicable)</i>				
a. PRIME CONTRACT NUMBER  		X	a. ORIGINAL <i>(Complete date in all cases)</i> <div style="float: right;">Date (YYMMDD) <b>030106</b></div>				
b. SUBCONTRACT NUMBER  			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. 	Date (YYMMDD)		
X	c. SOLICITATION OR OTHER NUMBER N66604-2284-1AE5	Due Date (YYMMDD)	c. FINAL <i>(Complete item 5 in all cases)</i>		Date (YYMMDD)		
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.							
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i> a. NAME, ADDRESS, AND ZIP CODE THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE FORWARDED UPON AWARDED CONTRACT b. CAGE CODE c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>							
<b>7. SUBCONTRACTOR</b> a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>							
<b>8. ACTUAL PERFORMANCE</b> a. LOCATION b. CAGE CODE c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>							
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> <p style="text-align: center;">THE CONTRACTOR SHALL ESTABLISH THE TASKS AND PROGRAM MANAGEMENT TO SUPPORT PLANNING SCHEDULING, MANUFACTURING, AND QUALITY CONTROLS ESSENTIAL FOR FABRICATION, ASSEMBLY, TEST, INSPECTION, DOCUMENTATION, PACKAGING, AND DELIVERY OF FIRST ARTICLE AND PRODUCTION UNITS OF WMS AND ROC SENSORS.</p>							
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>		YES 	NO 	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES 	NO 
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY			X
b. RESTRICTED DATA			X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY			X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
e. INTELLIGENCE INFORMATION:			X	e. PERFORM SERVICES ONLY			X
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			X
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT			X
g. NATO INFORMATION				i. HAVE TEMPEST REQUIREMENTS			X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			X
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER <i>(Specify)</i>			X
k. OTHER <i>(Specify)</i>			X				



**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.  
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST: OPNAVINST S5513.3B, ENCL. (54.1) - RADAR, SHIPBOARD SURVEILLANCE (SSURADS). OPNAVINST S5513.5B, ENCL. (3) - ACOUSTIC WARFARE, SUBMARINE.

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS CONFIDENTIAL.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGINATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

01 OCT 2008

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

FRANK A. TITO, CODE 2131, EXT. 401-832-5090

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.)

Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

YES

X

NO

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

YES

X

NO

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

FERN W. LIMA

b. TITLE

Contracting Officer

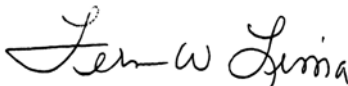
c. TELEPHONE (Include Area Code)

401-832-1934

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport  
Code 553, B-80  
1176 Howell St., Newport, RI 02841

e. SIGNATURE



**17. REQUIRED DISTRIBUTION**

X

a. CONTRACTOR

b. SUBCONTRACTOR

X

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

X

e. ADMINISTRATIVE CONTRACTING OFFICER

X

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).